KEQUESI F	NOT an Order)	IION	I IIIS KFQ 🗀 IS 🔼	IS NO	t a sman dusiness s	et-as	siae			1 age	1 01 20
1. Request No.		te Issued	3. Requisition/Purchas	se Req	uest No.	4. (Cert For Nat D	ef. Under BDS	SA	Ratin	g
DAAE20-98-T-006	9 20.	APR1998	See Sc			F	Reg. 2 and/or D	MS Reg. 1			DOA5
5A. Issued By	•						6. Deliver by				
ACALA			W52H09					See So	chedule		
AMSTA-AC-PCW-B ROCK ISLAND IL	61299-7630						7. Delivery				
							_		_		
							Гов		X O	ther	
5D For Information	Calle (Name an	nd talanhana	no.) (No collect calls)				Destination	on			
RITA NELSON		09) 782-48									
EMAIL: RNELSON1	@RIA-EMH2.ARM	Y.MIL									
8. To: Name and Ad	dress, Including	g Zip Code						n (Consignee a	and add	ress, in	cluding
							Zip Code)				
								See So	chedule		
10. Please Furnish	Ouotations to	IMPORTA	NT: This is a request fo	or info	ormation, and quot	tatio	ns furnished a	re not offers.	If you a	are una	able to quote,
the Issuing Office in		please indi	cate on this form and re	turn i	t to the address in	Bloc	k 5B. This red	quest does not	commit	the G	overnment to
or Before Close of B	Business		osts incurred in the prej								
(Date)			re of domestic origin unl uest for Quotation must				oter. Any inte	erpretations ar	id/or ce	rtificat	ions attached
		to this Keq	uest for Quotation must	De Col	impleted by the quo	ter.					
		1	1. Schedule (Include app	olicabl	le Federal, State, ai	nd lo	cal taxes)				
Item Number		Supplie	s/Services		Quantity		Unit	Unit Pr	ice		Amount
(a)		((b)		(c)		(d)	(e)			(f)
		(C C	-l Jl-)								
		(See S	chedule)								
12 Discount For Dr	amnt Darmont		o 10 Colondon Dova		b 20 Calandar Day		a 20 Cale	andon Dove	a	Color	don Dova
12. Discount For Pr	ompt Payment		a. 10 Calendar Days		b. 20 Calendar Day	ys %	c. 30 Cale	endar Days %	Nun		dar Days Percentage
			70	'		/0		/0	Null	ibei	Tercentage
NOTE: Additional	•	_									
13. Name and Addre	ess of Quoter (St	treet, City, (County, State and		Signature of Person	ı Au	thorized to Sig	n	15. Dat	e of Q	uotation
Zip Code)				•	Quotation						
					, m		16. S	igner			
				a. N	ame (Type or Prin	t)		-		b. Tele	phone
									Area C		
				c. Ti	itle (Type or Print)				Numbe	er	
AUTHODIZED FO	DIOCAL DED	PODUCTIO	N.				Cton	lard Form 18	(Dov. 0	05)	

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Name of Offeror or Contractor:

SECTION A - SUPPLEMENTAL INFORMATION

Regulatory Cite	Title	Date
HO, DA	NOTICE TO OFFERORS - USE OF CLASS I OZONE-DEPLETING SUBSTANCES	01-JUL-1993

- (a) In accordance with Section 326 of P.L. 102-484, the Government is prohibited from awarding any contract which includes a specification or standard that requires the use of a Class I ozone-depleting substance (ODS) identified in Section 602(a) of the Clean Air Act, 42 U.S.C. 7671a(a), or that can be met only through the use of such a substance unless such use has been approved, on an individual basis, by a senior acquisition official who determines that there is no suitable substitute available.
- (b) To comply with this statute, the Government has conducted a best efforts screening of the specifications and standards associated with this acquisition to determine whether they contain any ODS requirements. To the extent that ODS requirements were revealed by this review they are identified in Section C with the disposition determined in each case.
- (c) If offerors possess any special knowledge about any other ODSs required directly or indirectly at any level of contract performance, the U.S. Army would appreciate if such information was surfaced to the Contracting Officer for approporate action. To preclude delay to the procurement, offerors should provide any information in accordance with FAR 52.214-6 or 52.215-14 as soon as possible after release of the solicitation and prior to the submission of offers to the extent practicable. It should be understood that there is no obligation on offerors to comply with this request and that no compensation can be provided for doing so.

(AA7020)

2 52-201-4501 NOTICE ABOUT ACALA OMBUDSMAN

01-NOV-1995

- a. We have an Ombudsman Office here at the U.S. Armament and Chemical Acquisition and Logistics Activity (ACALA). Its purpose is to open another channel of communication with ACALA contractors.
 - b. If you think that this solicitation:
 - 1. has inappropriate requirements; or
 - 2. needs streamlining; or
 - 3. should be changed

you should first contact the buyer or the Procurement Contracting Officer (PCO).

- c. The buyer's name, phone number and address are on the cover page of this solicitation.
- d. If the buyer or PCO doesn't respond to the problem to your satisfaction, or if you want to make comments anonymously, you can contact the Ombudsman Office. The address and phone number are:

U.S. Army ACALA

AMSTA-AC-AP (OMBUDSMAN)

Rock Island IL 61299-7630

Toll Free: 1-888-782-6621 or Commercial: (309) 782-6621

Electronic Mail Address: AMSTA-AC-AP@ria-emh2.army.mil

- e. If you contact the Ombudsman, please provide him with the following information:
 - (1) ACALA solicitation number;
 - (2) Name of PCO;
 - (3) Problem description;
 - (4) Summary of your discussions with the buyer/PCO.

(End of clause)

CONTINUATION SHEET Reference No. of Document Being Continued Page 3 of 28 PIIN/SIIN DAAE 20-98-T-0069 MOD/AMD Name of Offeror or Contractor:

AS7006

bids/quotes/offers, in lieu of military or Federal specifications and standards cited in this solicitation.

SPECIFICATIONS AND STANDARDS

	(a) Sec	tion I of	this d	ocument	contains	DFARS	clause	252.211-	7005,	Subst	itutions	for N	Military	Speci	fications	and s	Standards
whic	h allows	bidders/	quoters	/offeror	s to prop	ose Ma	anagemen	nt Counci	l appr	roved :	Single P	rocess	Initiat	ives	(SPIs) in	thei	r

INSTRUCTIONS REGARDING SUBSTITUTIONS FOR MILITARY AND FEDERAL

01-DEC-1997

(b) An offeror proposing to use an SPI process under this solicitation shall identify the following for each proposed SPI as required by DFARS 252.211-7005 contained in Section I:

SPI	MILITARY/FEDERAL SPEC/STANDARD	LOCATION OF REQUIREMENT	FACILITY	ACO
				

- (c) An offeror proposing to use an SPI process under this soliciltation shall also provide a copy of the Department of Defense acceptance for each SPI process proposed.
- (d) In the event an offeror does not identify any SPI in paragraph (b) above, the Government shall conclude that the bidder/quoter/offeror submits its bid/quote/proposal in accordance with the requirements of this solicitation.
 - (e) The price that is provided by the offeror in the Schedule in Section B will be considered as follows:
- (1) If an SPI is identified in paragraph (b) above, the Government will presume that the price is predicated on the use of the proposed SPI.
- (2) If there is no SPI identified in paragraph (b) above, the Government will presume the price is predicated on the requirements as stated in the solicitation.
- (f) Bidders/quoters/offerors are cautioned that there is always the possibility that the Government could make a determination at the Head of the Contracting (HCA)/Program Executive Officer (PEO) level that the proposed SPI is not acceptable for this procurement. If such a determination is made, and the bid/quote/offer only identifies a price predicated on use of proposed SPI, the bid/quote/offer will be determined nonresponsive. Bidders/quoters/offerors who propose SPI processes are encouraged to provide a price below to reflect their price for the item manufactured in accordance with the requirements as stated in this solicitation to preclude possibly being determined nonresponsive:

CLIN	PRICE	\$
CLIN	 PRICE	\$
CLIN	PRICE	\$
CLIN	PRICE	\$

(End of clause)

(AS7008)

NSN: 1015-01-441-4159

3

52.211-4503

ACALA

If you know of any sources for commercial equivalent item(s) for those listed in this solicitation, offerors are requested to identify this information to the Contracting Officer for future procurements.

Offerors are cautioned to complete all certifications and return the entire solicitation.

Reference No. of Document Being Continued

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Name of Offeror or Contractor:

The ability to view and download ACALA solicitation information is now available through the ACALA Acquisition Information System (AAIS). In addition to the view/download capability, the vendor may electronically order bid sets; i.e., hard copy solicitation, aperature cards, and attachments. Procurement history can also be obtained through the AAIS 24 hour a day untilizing a 9600 baud modem set to dial (309) 782-7648. Once connected, enter 'aais' at the 'login' prompt. If electronic means is not possible, history will still be provided telephonically at (309) 782-8094 on a limited basis.

*** END OF NARRATIVE A002 ***

''AWARD OF THIS REQUIREMENT WILL RESULT IN A UNILATERAL PURCHASE ORDER BETWEEN THE U.S. GOVERNMENT AND A SUCCESSFUL OFFEROR. A PURCHASE ORDER IS AN OFFER BY THE U.S. GOVERNMENT TO BUY THE SUPPLIES OR SERVICES SPECIFIED IN SECTION B. IT BECOMES CONTRACTUALLY BINDING WHEN THE SUCCESSFUL OFFEROR DEMONSTRATES TO THE GOVERNMENT THAT HE/SHE ACCEPTS THE OFFER. THE OFFEROR DEMONSTRATES THAT HE/SHE ACCEPTS THE OFFER BY DELIVERING THE SUPPLIES ON TIME AND WITHIN THE TERMS AND CONDITIONS OF THE PURCHASE ORDER.

FAILURE TO PERFORM AND DELIVER IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THE PURCHASE ORDER CONSTITUTES NON-ACCEPTANCE. THEREFORE, IF THE DELIVERY DATE EXPIRES, SO DOES THE GOVERNMENT'S OFFER, AND THE PURCHASE ORDER IS NO LONGER EFFECTIVE. UNDER THESE CIRCUMSTANCES, THE GOVERNMENT IS UNDER NO OBLIGATION TO ACCEPT SUPPLIES/SERVICES OR TO HONOR INVOICES.''

*** END OF NARRATIVE A004 ***

REQUEST YOUR QUOTATION REMAIN VALID FOR 90 DAYS.

DATAFAX NUMBER IS 309-782-4728.

REQUEST YOU FILL OUT CLAUSES KF7019, KF7020, KF7036 AND KF6006.

PLEASE PROVIDE YOUR CEC# AND TAXPAYER ID CODE:

PLEASE PROVIDE YOUR CAGE OR FSCM CODE _____.

FOR PREVIOUS HISTORY CALL 309-782-8094 BETWEEN THE HOURS OF 9:00 - 11:00 A.M. AND 1:00 - 3:00 P.M. CENTRAL TIME.

*** END OF NARRATIVE A005 ***

''THE U.S. ARMY TANK-AUTOMOTIVE AND ARMAMENTS COMMAND (TACOM) ARMAMENT AND CHEMICAL ACQUISITION AND LOGISTICS ACTIVITY (ACALA) ACTIVELY PARTICIPATES IN THE CONTRACTOR PERFORMANCE CERTIFICATION PROGRAM (CP) 2.

THE (CP) 2 CERTIFICATION PROCESS IDENTIFIES CONTRACTORS COMMITTED TO TOTAL QUALITY, CUSTOMER SATISFACTION, AND CONTINUOUS IMPROVEMENT OF THEIR DESIGN/DEVELOPMENT AND PRODUCTION PROCESSES. ANY CONTRACTORS WHO HAVE HAD OR ANTICIPATE HAVING CONTRACTS WITH ANY AMC MAJOR SUBORDINATE COMMAND MAY VOLUNTARILY PARTICIPATE.

ADDITIONAL INFORMATION CAN BE OBTAINED BY CONTACTING THE CONTRACT SPECIALIST, OR THE (CP)2 PARTNERSHIP TEAM AT (309) 782-7603.''

*** END OF NARRATIVE A006 ***

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Name of Offeror or Contractor:

TEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS				
0001	Supplies or Services and Prices/Costs				
	PRODUCTION QUANTITY WITHOUT FIRST ARTICLE/QV	366	EA	\$	\$
		300		· · · · · · · · · · · · · · · · · · ·	Y
	MOUNT COURT MIZZIE				
	NOUN: COVER, MUZZLE FSCM: 19200				
	PART NR: 11580230				
	SECURITY CLASS: Unclassified				
	Description/Specs./Work Statement TOP DRAWING NR: 11580230				
	TOP DRAWING INC. 11300230				
	Packaging and Marking				
	PACKAGING/PACKING/SPECIFICATIONS: ASTM D 3951, REVISION 95				
	LEVEL PROTECTION: C LEVEL PACK: C				
	Inspection and Acceptance				
	INSPECTION: Certificate of Conformance				
	ACCEPTANCE: Origin				
0001AA	PRODUCTION QUANTITY WITHOUT FIRST ARTICLE/QV	122		\$	\$
	FSCM: 19200 PART NR: 11580230				
	SECURITY CLASS: Unclassified				
	Description/Specs./Work Statement				
	TOP DRAWING NR: 11580230				
	Inspection and Acceptance				
	INSPECTION: Origin ACCEPTANCE: Origin				
	Deliveries or Performance				
	DOC SUPPL				
	REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD 001				
	DEL REL CD QUANTITY DAYS AFTER AWARD				
	001 122 0150				
	FOB POINT: Destination				
	SHIP TO: FREIGHT ADDRESS				
	(W62G2T) XU DEFENSE DISTRIBUTION REGION WEST				
	DISTRIBUTION DEPOT SAN JOAQUIN TRANS OFC BLDG 330 CRP				
	LATHROP CA 95330-0130				
001AB	PRODUCTION QUANTITY WITHOUT FIRST ARTICLE/OV	122	EA	\$	\$
	NOUN: COVER MUZZLE				
	FSCM: 19200				

Reference No. of Document Being Continued PIIN/SIIN DAAE20-98-T-0069 MOD/AMD

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Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	PART NR: 11580230 SECURITY CLASS: Unclassified				
	Description/Specs./Work Statement TOP DRAWING NR: 11580230				
	Packaging and Marking PACKAGING/PACKING/SPECIFICATIONS: C/C LEVEL PROTECTION: C LEVEL PACK: C				
	Inspection and Acceptance INSPECTION: Origin ACCEPTANCE: Origin				
	Deliveries or Performance DOC SUPPL REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD 001 DEL REL CD QUANTITY DAYS AFTER AWARD 001 122 0150				
	FOB POINT: Destination				
	SHIP TO: FREIGHT ADDRESS (W45G19) TRANS OFF RED RIVER ARMY DEPOT TEXARKANA TX 75507-5000				
0001AC	PRODUCTION QUANTITY WITHOUT FIRST ARTICLE/QV	122		\$	\$
	NOUN: COVER MUZZLE FSCM: 19200 PART NR: 11580230 SECURITY CLASS: Unclassified				
	Description/Specs./Work Statement TOP DRAWING NR: 11580230				
	Inspection and Acceptance INSPECTION: Origin ACCEPTANCE: Origin				
	Deliveries or Performance DOC SUPPL REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD 001 DEL REL CD QUANTITY DAYS AFTER AWARD				
	001 122 0150				
	FOB POINT: Destination SHIP TO: FREIGHT ADDRESS (W25G1U) XU TRANSPORTATION OFFICER DEFENSE DIST DEPOT SUSQUEHANNA NEW CUMBERLAND PA 17070-5001				

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Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002	Supplies or Services and Prices/Costs				
	DATA ITEM				
	NOUN: DD FORM 1423				
	SECURITY CLASS: Unclassified				
	Inspection and Acceptance				
	INSPECTION: Origin ACCEPTANCE: Destination				

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Name of Offeror or Contractor:

SECTION C - DESCRIPTION/SPECS./WORK STATEMENT

	Regulatory Cite		Title	
1	52.210-4501	DRAWINGS/SPECIFICATION		01-MAR-1988
	ACAT A			

In addition to the drawing(s) and/or specifications listed below, other documents which are part of this procurement and which apply to Preservation/Packaging/Packing and Inspection and Acceptance are contained elsewhere.

The following drawing(s) and specifications are applicable to this procurement.

Drawings and Specifications in accordance with inclosed Technical Data Package Listing - TDPL 11580230 with revisions in effect as of 7 Apr 97 (except as follows): no exceptions

(CS6100)

2 52.210-4511 STATEMENT OF WORK - OZONE DEPLETING CHEMICALS 01-MAR-1994
ACALA

(a) (1) Specifications and standards, which identify ODCs among alternative substances for use, are part of this TDP/SOW as follows:

N/A

- (2) The above specifications and standards allow the optional use of Ozone Depleting Substances (ODS) or Ozone Depleting Chemicals (ODC). Preference should be given to the Non-ODS/ODC choices in compliance with Executive Order 12843, dated April 21, 1993, ''Procurement Requirements and Policies for Federal Agencies for Ozone Depleting Substances .
- (b) Other specifications and standards containing ODS/ODC materials and included in this TDP/SOW for which a substitute is provided and must be used are as follows:

N/A

(c) Other specifications and standards included in this TDP/SOW that specify use of an ODS/ODC and have been approved for use are as follows:

N/A

(d) NOTE: Offerors are requested, although not obligated, to perform their own screening of the TDP specifications and standards or SOW and identify any additional potential ODS/ODC to the Contracting Officer.

(End of Clause)

(CS6191)

Reference No. of Document Being Continued

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Name of Offeror or Contractor:

SECTION D - PACKAGING AND MARKING

Regulatory Cite Title Date

52.211-4502 PACKAGING REQUIREMENTS 01-SEP-1997
ACALA

(a) Packaging shall be in accordance with ASTM D 3951, revision 95, dated July 15, 1995. The unit package quantity shall be 001. Marking shall be in accordance with MIL-STD-129 ''Standard Practice for Military Packaging,'' revision N, dated 15 May 97. Bar code requirements apply.

EXCEPTION: N/A

(End of clause)

(DS6404)

2 52.247-4521 UNITIZATION/PALLETIZATION
ACALA

01-MAR-1988

- (a) Shipments of identical items going to the same destination shall be palletized if they have a total cubic displacement of 50 cubic feet or more, unless skids or other forklift handling features are included on the containers. Pallet loads must be stable, and to the greatest extent possible, provide a level top for ease in stacking.
- (b) A palletized load shall not exceed 4,000 pounds and should not exceed 52 inches in length or width, or 54 inches in height. When the item being palletized is ammunition/explosive, at least one of the horizontal dimensions must be less than 47 inches. When level A packaging is required, a four-way entry pallet or pallet box, shall be used to contain the load in a manner that will permit safe multiple rehandling during storage and shipment.

(End of clause)

(DS7203)

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Name of Offeror or Contractor:

SECTION E - INSPECTION AND MARKING
Regulatory Cite
Title
Date

01-AUG-1996

52.246-2 INSPECTION OF SUPPLIES - FIXED-PRICE

Reference No. of Document Being Continued

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Name of Offeror or Contractor:

SECTION F - DELIVERIES OR PERFORMANCE

	Regulatory Cite	Title	Date
1	52.242-17	GOVERNMENT DELAY OF WORK	01-APR-1984
2	52.247-29	F.O.B. ORIGIN	01-JUN-1988
3	52.247-34	F.O.B. DESTINATION	01-JAN-1991
4	52.247-48	DELETED 17 MAR 98 AND REPLACED BY FF7007, F.O.B. DESTINATION -	01-JUL-1995
		EVIDENCE OF SHIPMENT (DEVIATION)	
5	52.247-61	F.O.B. ORIGIN - MINIMUM SIZE OF SHIPMENTS	01-APR-1984
6	52.247-65	F.O.B. ORIGIN, PREPAID FREIGHT - SMALL PACKAGE SHIPMENTS	01-JAN-1991
7	52.247-4531 ACALA	COGNIZANT TRANSPORTATION OFFICER	01-MAY-1993

- (a) The contract administration office designated at the time of contract award, or the office servicing the point of shipment if subsequently designated by the original office, will be the contact point to which the contractor will:
- (1) Submit, as necessary, DD Form 1659, Application for U.S. Government Bill(s) of Lading/Export Traffic Release, in triplicate at least ten days prior to date supplies will be available for shipment;
 - (2) Obtain shipping instructions as necessary for F.O.B. Destination delivery; and
- (3) Furnish necessary information for MILSTRIP/MILSTAMP or other shipment documentation and movement control, including air and water terminal clearances.
- (4) For FMS, at least 10 days in advance of actual shipping date the contractor should request verification of ''Ship to'' and ''Notification'' address from the appropriate DCMAO.
- (b) The contract administration office will provide to the contractor data necessary for shipment marking and freight routing.
- (c) The contractor shall not ship directly to a Military air or water port terminal without authorization by the designated point of contact.

(End of Clause)

(FS7240)

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Name of Offe	eror or Contractor:		
SECTION G	- CONTRACT ADMINISTRA	ATION DATA	
	Regulatory Cite	Title	Date
1	52.232-4503 ACALA	CONTRACTOR'S REMITTANCE ADDRESS	01-AUG-1994
shown for the	=	e below the address to which payment should be mailed, if of this Solicitation.	such address is different from that
Address			
City & State_			
		(End of Clause)	

(GS7015)

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Name of Offeror or Contractor:

SECTION H -	SPECIAL CONTRACT RE	QUIREMENTS	
	Regulatory Cite	Title	Date
1	(52.246-4500 ACALA)	MATERIAL INSPECTION AND RECEIVING REPORTS (DD FORM	250) 01-MAR-1988
of this contrac		Report (DD Form 250), required to be prepared and fal Inspection and Receiving Report', will be distributed 4.	
Send copies to	:		
Purchasing (Office		
	Director Armament and Ch ATTN: AMSTA-AC- Rock Island, IL		
2. FMS/MAP cop:	ies:		
-2-(N/A)			
		(End of clause)	
		(HS6502)	
2	1.602-2(93) AFARS	AVAILABILITY OF FUNDS	
		for this acquisition. No contract award will be madeontract purposes can be made.	e until appropriated funds are made
(HD7006)			
3	52.247-4545 ACALA	PLACE OF CONTRACT SHIPPING POINT, RAIL INFORMATION	01-MAY-1993
The bidder/offe section.	eror is to fill in	the 'Shipped From' address, if different from 'Place	of Performance' indicated elsewhere in thi
Shipp	ped From:		
		_	
		_	
		_	
For contracts	involving F.O.B. Or	gin shipments furnish the following rail informatio	n:
Does Shipping D	Point have a privat	e railroad siding? YES NO	
If YES, give na	ame of rail carrier	serving it:	

If NO, give name and address of nearest rail freight station and carrier serving it:

CONTINUATION SHEET	Reference No. of Document Being Continued		Page 14 of 28
CONTINUATION SHEET	PIIN/SIIN DAAE20-98-T-0069	MOD/AMD	
Name of Offeror or Contractor:			
Rail Freight Station Name and Address:			
Serving Carrier:			
	(End of Clause)		

(HS7600)

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Name of Offeror or Contractor:

SECTION I - CONTRACT CLAUSES

	Regulatory Cite	Title	Date
1	52.211-15	DEFENSE PRIORITY AND ALLOCATION REQUIREMENTS	01-SEP-1990
2	52.211-5	NEW MATERIAL	01-OCT-1997
3	52.222-26	EQUAL OPPORTUNITY	01-APR-1984
4	52.222-3	CONVICT LABOR	01-AUG-1996
5	52.222-35	AFFIRMATIVE ACTION FOR SPECIAL DISABLED AND VIETNAM ERA VETERANS	01-APR-1984
6	52.222-36	AFFIRMATIVE ACTION FOR HANDICAPPED WORKERS	01-APR-1984
7	52.222-37	EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS AND VETERANS OF THE VIETNAM ERA	01-JAN-1988
8	52.225-10	DUTY-FREE ENTRY	01-APR-1984
9	52.225-11	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES	01-MAY-1992
10	52.225-3	DELETED MAR 98 - REPLACED BY IA0732 BUY AMERICAN ACT - SUPPLIES	01-JAN-1989
11	52.232-1	PAYMENTS	01-APR-1984
12	52.232-11	EXTRAS	01-APR-1984
13	52.232-18	AVAILABILITY OF FUNDS	01-APR-1984
14	52.232-25	PROMPT PAYMENT	01-JUN-1997
15	52.232-33	MANDATORY INFORMATION FOR ELECTRONIC FUNDS TRANSFER PAYMENT	01-AUG-1996
16	52.232-8	DISCOUNTS FOR PROMPT PAYMENT	01-MAY-1997
17	52.233-3	PROTEST AFTER AWARD	01-OCT-1995
18	52.242-10	F.O.B. ORIGIN - GOVERNMENT BILLS OF LADING OR PREPAID POSTAGE	01-APR-1984
19	52.243-1	CHANGES - FIXED PRICE	01-AUG-1987
20	52.246-1	CONTRACTOR INSPECTION REQUIREMENTS	01-APR-1984
21	52.253-1	COMPUTER GENERATED FORMS	01-JAN-1991
22	252.204-7003 DFARS	CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT	01-APR-1992
23	252.225-7001 DFARS	BUY AMERICAN ACT AND BALANCE OF PAYMENTS PROGRAM	01-JAN-1994
24	252.225-7002 DFARS	QUALIFYING COUNTRY SOURCES AS SUBCONTRACTORS	01-DEC-1991
25	252.225-7009 DFARS	DUTY-FREE ENTRYQUALIFYING COUNTRY END PRODUCTS AND SUPPLIES	01-JAN-1997
26	252.225-7016 DFARS	RESTRICTION ON ACQUISITION OF BALL AND ROLLER BEARINGS	01-FEB-1998
27	252.225-7025 DFARS	RESTRICTION ON ACQUISITION OF FORGINGS	01-JUN-1997
28	252.227-7025 DFARS	LIMITATIONS ON THE USE OR DISCLOSURE OF GOVERNMENT FURNISHED INFORMATION MARKED WITH RESTRICTIVE LEGENDS	01-JUN-1995
29	252.232-7006 DFARS	REDUCTION OR SUSPENSION OF CONTRACT PAYMENTS UPON FINDING OF FRAUD	01-AUG-1992
30	252.242-7003 DFARS	APPLICATION FOR U.S. GOVERNMENT SHIPPING	01-DEC-1991
31	252.243-7001 DFARS	PRICING OF CONTRACT MODIFICATIONS	01-DEC-1991
32	252.246-7000 DFARS	MATERIAL INSPECTION AND RECEIVING REPORT	01-DEC-1991
33	52.217-6	EVALUATED OPTION FOR INCREASED QUANTITY	01-MAR-1990

a. This solicitation includes an evaluated option (See Section M).

b. The Government reserves the right to increase the quantity of item(s) by a quantity of up to and including but not exceeding 100 percent as an evaluated option at the price(s) quoted below.

c. If the Contractor does not quote a price hereunder, the lowest price offered/bid in the Schedule for item(s) 001 shall be the price used for evaluation/award of any option quantities. All evaluation factors identified in the solicitation, except F.O.B. origin transportation costs, will be applied to the option quantity for evaluation purposes.

d. The Contracting Officer may exercise the evaluated option at any time preceding 120 calendar days after date of award of contract by giving written notice to the Contractor.

e. Delivery of the items added by exercise of this option shall continue immediately after, and at the same rate as delivery of like items called for under the contract, unless the parties agree otherwise.

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f. Subject to the limitations contained in this clause, the Government may exercise this option on one or more occasions.

g. Offered Unit Prices for the Option Quantities are:

Unit Price
Evaluated Option
(F.O.B. Origin)
\$_____ CLIN 001

Varying prices may be offered for the option quantities actually ordered and the dates when ordered. In as much as the unit price for the basic quantity may contain starting, load, testing, tooling, transportation or other costs not applicable to option quantities, offerors are requested to take these factors into consideration while setting forth the unit price(s) for the option quantities. The option price is expected (but not required) to be lower than the unit price for the initial quantity.

(End of Clause)

(IF6080)

34 52.215-8 ORDER OF PRECEDENCE - UNIFORM CONTRACT FORMAT

01-OCT-1997

Any inconsistency in this solicitation or contract shall be resolved by giving precedence in the following order: (a) the Schedule (excluding the specifications); (b) representations and other instructions; (c) contract clauses; (d) other documents, exhibits, and attachments; and (e) the specifications.

NOTE: The Order of Precedence within the specifications (paragraph (e) above) is: (1) Detailed specifications (including gage designs) for item(s) being procured; (2) Detailed specifications for material or operations; (3) General Specifications for class or items, and (4) General Specifications for class of materials.

(End of Clause)

(IF7003)

35 52.222-20 FAR WALSH-HEALEY PUBLIC CONTRACTS ACT

01-DEC-1996

- (a) All stipulations required by the Act and regulations issued by the Secretary of Labor (41 CFR Chapter 50) are incoroprated by reference. These stipulations are subject to all applicable rulings and interpretations of the Secretary of Labor that are now, or may hereafter, be in effect.
- (b) All employees whose work relates to this contract shall be paid not less than the minimum wage prescribed by regulations issued by the Secretary of Labor (41 CFR 50-202.2). Learners, student learners, apprentices, and handicapped workers may be employed at less than the prescribed minimum wage (see 41 CFR 50-202.3) to the same extent that such employment is permitted under Section 14 of the Fair Labor Standards Act (41 U.S.C. 40).

(End of clause)

(IF7114)

36 52.227-1 AUTHORIZATION AND CONSENT

01-JUL-1995

(a) The Government authorizes and consents to all use and manufacture, in performing this contract or any subcontract at any tier, of any invention described in and covered by a United States patent (1) embodied in the structure or composition of any article the delivery of which is accepted by the Government under this contract or (2) used in machinery, tools, or methods whose use necessarily results from compliance by the Contractor or a subcontractor with (i) specifications or written provisions

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forming a part of this contract or (ii) specific written instructions given by the Contracting Officer directing the manner of performance. The entire liability to the Government for infringement of a patent of the United States shall be determined solely by the provisions of the indemnity clause, if any, included in this contract or any subcontract hereunder (including any lower-tier subcontract), and the Government assumes liability for all other infringement to the extent of the authorization and consent hereinabove granted.

(b) The Contractor agrees to include, and require inclusion of, this clause, suitably modified to identify the parties, in all subcontracts at any tier for supplies or services (including construction, architect-engineer services, and materials, supplies, models, samples, and design or testing services expected to exceed the simplified acquisition threshold); however, omission of this clause from any subcontract, including those at or below the simplified acquisition threshold, does not affect this authorization and consent.

(End of clause)

(IF7220)

37 52.233-1 DISPUTES 01-OCT-1995

- (a) This contract is subject to the Contract Disputes Act of 1978, as amended (41 (U.S.C.601-613)
- (b) Except as provided in the Act, all disputes arising under or relating to this contract shall be resolved under this clause.
- (c) ''Claim,'' as used in this clause, means a written demand or written assertion by one of the contracting parties seeking, as a matter of right, the payment of money in a sum certain, the adjustment or interpretation of contract terms, or other relief arising under or relating to this contract. A claim arising under a contract, unlike a claim relating to that contract, is a claim that can be resolved under a contract clause that provides for the relief sought by the claimant. However, a written demand or written assertion by the Contractor seeking the payment of money exceeding \$100,000 is not a claim under the Act until certified as required by subparagraph (d)(2) of this clause. A voucher, invoice, or other routine request for payment that is not in dispute when submitted is not a claim under the Act. The submission may be converted to a claim under the Act, by complying with the submission and certification requirements of this clause, if it is disputed either as to liability or amount or is not acted upon in a reasonable time.
- (d)(1) A claim by the Contractor shall be made in writing and, unless otherwise stated in this contract, submitted within 6 years after accrual of the claim to the Contracting Officer for a written decision. A claim by the Government against the Contractor shall be subject to a written decision by the Contracting Officer.
- $(2) (i) \quad \text{Contractors shall provide the certification specified in subparagraph } (d) (2) (iii) \text{ of this clause when submitting any claim--}\\$
 - (A) Exceeding \$100,000; or
 - (B) Regardless of the amount claimed, when using--
 - (1) Arbitration conducted pursuant to 5 U.S.C. 575-580; or
- (2) Any other alternative means of dispute resolution (ADR) technique that the agency elects to handle in accordance with the Administrative Dispute Resolution Act (ADRA).
- (ii) The certification requirement does not apply to issues in controversy that have not been submitted as all or part of a claim.
- (iii) The certification shall state as follows: ''I certify that the claim is made in good faith; that the supporting data are accurate and complete to the best of my knowledge and belief; that the amount requested accurately reflects the contract adjustment for which the Contractor believes the Government is liable; and that I am duly authorized to certify the claim on behalf of the Contractor.''
 - (3) The certification may be executed by any person duly authorized to bind the Contractor with respect to the claim.
- (e) For Contractor claims of \$100,000 or less, the Contracting Officer must, if requested in writing by the Contractor, render a decision with 60 days of the request. For Contractor-certified claims or \$100,000, the Contracting Officer must, within 60 days, decide the claim or notify the Contractor of the date by which the decision will be made.

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- (f) The Contracting Officer's decision shall be final unless the Contractor appeals or files a suit as provided in the Act.
- (g) If the claim by the Contractor is submitted to the Contracting Officer or a claim by the Government is presented to the Contractor, the parties, by mutual consent, may agree to use ADR. If the Contractor refuses an offer for alternative disputes resolution, the Contractor shall inform the Contracting Officer, in writing, of the Contractor's specific reasons for rejecting the request. When using arbitration conducted pursuant to 5 U.S.C. 575-580, or when using any other ADR technique that the agency elects to handle in accordance with the ADRA, any claim, regardless of amount, shall be accompanied by the certification described in subparagraph (d)(2)(iii) of this clause, and executed in accordance with subparagraph (d)(3) of this clause.
- (h) The Government shall pay interest on the amount found due and unpaid from (1) the date that the Contracting Officer receives the claim (certified, if required); or (2) the date that payment otherwise would be due, if that date is later, until the date of payment. With regard to claims having defective certifications, as defined in FAR 33.201, interest shall be paid from the date that the Contracting Officer initially receives the claim. Simple interest on claims shall be paid at the rate, fixed by the Secretary of the Treasury as provided in the Act, which applicable to the period during which the Contracting Officer receives the claim and then at the rate applicable for each 6-month period as fixed by the Treasury Secretary during the pendency of the claim.
- (i) The Contractor shall proceed diligently with performance of this contract, pending final resolution of any request for relief, claim, appeal, or action arising under the contract, and comply with any decision of the Contracting Officer.

(End of clause)

(IF7249)

38 52.244-6 SUBCONTRACTS FOR COMMERCIAL ITEMS AND COMMERCIAL COMPONENTS 01-OCT-1995

(a) Definition

Commercial item, as used in this clause, has the meaning contained in the clause at 52.202-1, Definitions.

Subcontract, as used in this clause, includes a transfer of commercial items between divisions, subsidiaries, or affiliates of the Contractor or subcontractor at any tier.

- (b) To the maximum extent practicable, the Contractor shall incorporate, and require its subcontractors at all tiers to incorporate, commercial items or nondevelopmental items as components of items to be supplied under this contract.
- (c) Notwithstanding any other clause of this contract, the Contractor is not required to include any FAR provision or clause, other than those listed below to the extent they are applicable and as may be required to establish the reasonableness of prices under Part 15, in a subcontract at any tier for commercial items or commercial components:
 - (1) 52.222-26, Equal Opportunity (E.O. 11246);
 - (2) 52.222-35, Affirmative Action for Special Disabled and Vietnam Era Veterans (38 U.S.C. 4212(a));
 - (3) 52.222-36, Affirmative Action for Handicapped Workers (29 U.S.C. 793); and
- (4) 52.247-64, Preference for Privately Owned U.S.-Flagged Commercial Vessels (46 U.S.C. 1241) (flow down not required for subcontracts awarded beginning May 1, 1996).
- (d) The Contractor shall include the terms of this clause, including this paragraph (d), in subcontracts awarded under this contract.

End of Clause

(IF7253)

39 52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES 01-APR-1984

(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized

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deviation is indicated by the addition of ''(DEVIATION)'' after the date of the clause.

(b) The use in this solicitation or contract of any DOD FAR SUPPLEMENT (48 CFR Chapter 2) clause with an authorized deviation is indicated by the addition of ''(DEVIATION)'' after the name of the regulation.

(End of clause) (IF7016)

40 252.211-7005 SUBSTITUTIONS FOR MILITARY OR FEDERAL SPECIFICATIONS AND STANDARDS 01-AUG-1997

- (a) <u>Definition</u>. ''SPI process,'' as used in this clause, means a management or manufacturing process that has been accepted previously by the department of defense under the Single Process Initiative (SPI) for use in lieu of specific military or Federal specification or standard. Under SPI, these processes are reviewed and accepted by a Management Council, which includes representatives from the Defense Contract Management Command, the Defense Contract Audit Agency, and Military departments.
- (b) Offerors are encouraged to propose SPI process in lieu of military or Federal specifications and standards cited in the solicitation.
 - (c) An offeror proposing to use an SPI process shall--
- (1) Identify the specific military or Federal specification or standard for which the SPI process has been accepted, and the specific paragraph or other location in the solicitation where the military or Federal specification or standard is required;
 - (2) Provide a copy of the Department of Defense acceptance of the SPI process;
 - (3) Identify each facility at which the offeror proposses to use the specific SPI process; and
- (4) Unless provided in response to paragraph (c)(2) of this clause, provide the name and telephone number of the cognizant Administrative Contracting Officer for each facility where the SPI process is proposed for use.
- (d) Absent a determination at the head of the contracting activity or program executive officer level that an SPI process is not acceptable for this procurement, the Contractor shall use the following SPI processes in lieu of military or Federal specifications and standards:

(Offeror insert information for each SPI process)

SPI Process:		
Facility:		
Military or Federal Specificat	ion or Standard:	
Affected Contract Line Item ar	nd Subline Item Number and Requirement Citation:	
Contracting Officer:	Cognizant Administrative	

(End of clause) (IA7008)

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SECTION J - LIST OF ATTACHMENTS

List of		Number	
Addenda	Title	<u>Date</u> <u>of Pages</u> <u>Transmit</u>	tted By
Attachment 001	DOCUMENT SUMMARY LIST	002	
Attachment 002	INSTRUCTIONS FOR COMPLETING DD FORM 1423	001	
Attachment 003	GUIDANCE ON DOCUMENTATION OF CONTRACT DATA REQUIREMENTS	002	
	LIST (CDRL)		
Attachment 004	ADDRESS CODE DISTRIBUTION FOR REQUESTS FOR DEVIATION/WAIVER	001	
	(RFD/RFW)		
Attachment 005	DELETED		
Attachment 006	IOC FORM 715-3	002	
Attachment 007	CONFIDENTIAL NON-DISCLOSURE AND NON-USE AGREEMENT	002	
Exhibit A	CONTRACT DATA REQUIREMENTS LIST DD FORM 1423 (MECHANIZED)	001	

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SECTION K - REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS

	Regulatory Cite	Title	
1	52.204-6	CONTRACTOR IDENTIFICATION NUMBER-DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER	01-DEC-1996
2	52.222-21	CERTIFICATION OF NONSEGREGATED FACILITIES	01-APR-1984
3	52.219-1	SMALL BUSINESS PROGRAM REPRESENTATIONS	01-JAN-1997

- (a)(1) The standard industrial classification (SIC) code for this acquisition is 2394.
- (2) The small business size standard is ____.
- (3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.
- (b) Representations. (1) The offeror represents as part of its offer that it____is,___is not a small business concern.
- (2) (Complete only if offeror represented itself as a small business concern in block(b)(1) of this section.) The offeror represents as part of its offer that it is not a small disadvantaged business concern.
- (3) (Complete only if offeror represented itself as a small business concern in block (b)(1) of this section.) The offeror represents as part of its offer that it_____is,____is not a women-owned small business concern.
- (c) Definitions. Joint venture, for purposes of a small disadvantaged business (SDB) set-aside or price evaluation preference (as prescribed at 13 CFR 124.321), is a concern that is owned and controlled by one or more socially and economically disadvantaged individuals entering into a joint venture agreement with one or more business concerns and is considered to be affiliated for size purposes with such other concern(s). The combined annual receipts or employees of the concerns entering into the joint venture must meet the applicable size standard corresponding to the SIC code designated for the contract. The majority of the venture's earnings must accrue directly to the socially and economically disadvantaged individuals in the SDB concern(s) in the joint venture. The percentage of the ownership involvement in a joint venture by disadvantaged individuals must be at least 51 percent.

Small business concern, as used in this provision, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and the size standard in paragraph (a) of this provision.

Small disadvantaged business concern, as used in this provision, means a small business concern that (1) is at least 51 percent unconditionally owned by one or more individuals who are both socially and economically disadvantaged, or a publicly owned business having at least 51 percent of its stock unconditionally owned by one or more socially and economically disadvantaged individuals, and (2) has its management and daily business controlled by one or more such individuals. This term also means a small business concern that is at least 51 percent unconditionally owned by an economically disadvantaged Indian tribe or Native Hawaiian Organization, or a publicly owned business having at least 51 percent of its stock unconditionally owned by one or more of these entities, which has its management and daily business controlled by members of an economically disadvantaged Indian tribe or Native Hawaiian Organization, and which meets the requirements of 13 CFR Part 124.

Women-owned small business concern, as used in this provision, means a small business concern--

- (1) Which is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and
 - (2) Whose management and daily business operations are controlled by one or more women.
- (d) Notice. (1) If this solicition is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.
- (2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small or small disadvantaged business concern in order to obtain a contract to be awarded under the preference programs established pursuant to sections 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall--
 - (i) Be punished by imposition of fine, imprisonment, or both;

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(ii) Be subject to administrative remedies, including suspension and debarment; and

(iii) Be ineligible for participation in programs conducted under the authority of the Act.

End of provision

(KF6006)

4 52 204-3 TAXPAYER IDENTIFICATION

01-JUN-1997

(a) Definitions.

"Common parent", as used in this solicitation provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member.

"Corporate status", as used in this solicitation provision, means a designation as to whether the offeror is a corporate entity, an unincorporated entity (e.g., sole proprietorship or partnership), or a corporation providing medical and health care services.

"Taxpayer Identification Number (TIN)", as used in this solicitation provision, means the number required by the IRS to be used by the contractor in reporting income tax and other returns.

(b) All Offerors are required to submit the information required in paragraphs (c) through (e) of this solicitation provision in order to comply with reporting requirements of 26 U.S.C. 6041, 6041A and 6050M and implementing regulations issued by the Internal Revenue Service (IRS). If the resulting contract is subject to reporting requirements described in FAR 4.903, the failure or refusal by the Offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.

	(c) Taxpayer Identification Number (TIN).	
(TIN:	
	TIN has been applied for.	
(TIN is not required because	
	() Offeror is a nonresident alien, foreign corporation or foreign partnership that does not have income effectives connected with the conduct of a trade or business in the U.S. and does not have an office or place of business fiscal paying agent in the U.S.;	-
	() Offeror is an agency or instrumentality of a foreign government;	
	() Offeror is an agency or instrumentality of a Federal, state, or local government;	
	() Other. State basis	
	(d) Corporate Status.	
(Corporation providing medical and health care services or engaged in the billing and collecting of payments for such services;	h
(Other corporate entity;	
(Not a corporate entity;	
(Sole proprietorship	
(Partnership	
(Hospital or extended care facility described in 26 CFR 501(c)(3) that is exempt from taxation under 26 CFR 501(a).	
	(e) Common Parent.	
(Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this provision.	
(Name and TIN of common parent:	
	Name:	
	TIN:	

(KF7043)

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and

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requested in this solicitation is	(are) economically advantag	geous to the Government.	
(h) Tank officers he halles			
n economic purchase quantity. If	different quantities are re ity is that quantity at which	ecommended, a total and a unit ch a significant price break o	advantageous is invited to recomme price must be quoted for applicabl cours. If there are significant pri
	OFFEROR RECOMME	NDATIONS	
ITEM	QUANTITY	PRICE QUOTATION	TOTAL
(c) The information requeste	ed in this provision is beir	ng solicited to avoid acquisit	ions in disadvantageous quantities
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o assist the Government in develoring to amend or cancel the solid the Government's requirements indices. KF7003) 6 52.215-4 The offeror or respondent, by check (a) It operates as, an individual, a partnership, a nonprofit organization, a joint venture, or a corporation incorporated un (b) If the offeror or respond an individual, a partnership, a nonprofit organization, a individual, a partnership, a nonprofit organization, a joint venture, or	oping a data base for future citation and resolicit with icate that different quantity. TYPE OF BUSINESS ORGANIZAT cking the applicable box, remains the laws of the State of the state of the is a foreign entity, it	e acquisitions of these items. respect to any individual ite ties should be acquired. TON epresents that of t operates as	However, the Government reserves t
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PREVIOUS CONTRACTS AND COMPLIANCE REPORTS

52.222-22

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P(a) It () has, () has not participated in a prevof this solicitation, the clause originally contained Section 201 of Executive Order No. 11114;		
b) It () has, () has not, filed all required com	mpliance reports; and	
c) Representations indicating submission of required subcontract awards.	l compliance reports, signed by subc	ontractors, will be obtained before
KF7019)		
8 52.222-25 AFFIRMATIVE ACTION (COMPLIANCE	01-APR-1984
The offeror represents that (a) it) has developed and has on file,) has not developed and does not have on file, at each establishment, affirmative action programs regard 60-2), or (b) it) has not previously had contracts subject to the worf the Secretary of Labor.	-	·
KF7020)		
9 252.225-7000 BUY AMERICAN ACT - I	BALANCE OF PAYMENTS PROGRAM CERTIFIC	O1-DEC-1991
(a) Definitions.		
''Domestic end product,'' ''qualifying count product'' have the meanings given in the Buy American		
(b) Evaluation. Offers will be evaluated by givin	ng preference to domestic end product	ts and qualifying country end products
(c) Certifications.		
(1) The Offeror certifies that		
(i) Each end product, except those listed in	n paragraphs (c)(2) or (3) of this c	lause, is a domestic end product; and
(ii) Components of unknown origin are consider a qualifying country.	ered to have been mined, produced, or	r manufactured outside the United States
(2) The Offeror certifies that the following	g end products are qualifying country	y end products:
QUALIFYING C	COUNTRY END PRODUCTS	
Line Item Number	Country of Origin	

(List only qualifying country end products.)

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(3) The Offeror certifies that the following end products are nonqualifying country end products:

NONQUALIFYING COUNTRY END PRODUCTS

Line Item Number

Country of Origin (If known)

(KA7702)

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SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

	Regulatory Cite		
1	52.211-2	AVAILABILITY OF SPECIFICATIONS LISTED IN THE DOD INDEX OF	01-JUN-1997
		SPECIFICATIONS AND STANDARDS (DODISS)	
2	52.211-14	NOTICE OF PRIORITY RATING FOR NATIONAL DEFENSE USE	01-SEP-1990

Any contract awarded as a result of this solicitation will be a DOA5 rated order certified for national defense use under the Defense Priorities and Allocations System (DPAS)(15 CFR 700), and the Contractor will be required to follow all of the requirements of this regulation.

(LF6014)

3 52.252-5 AUTHORIZED DEVIATIONS IN PROVISIONS 01-APR-1984

- (a) The use in this solicitation of any Federal Acquisition Regulation (48 CFR Chapter 1) provision with an authorized deviation is indicated by the addition of ''(DEVIATION)'' after the date of the clause.
- (b) The use in this solicitation of any DOD FAR SUPPLEMENT (48 CFR Chapter 2) provision with an authorized deviation is indicated by the addition of ''(DEVIATION)'' after the name of the regulation.

(End of provision)
(LF7015)

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SECTION M -	· EVALUATION	FACTORS FOR	AWARD

	Regulatory Cite	Title	2	Date
1	52.217-5	EVALUATION OF OPTIONS		01-JUL-1990

- a. The Government will evaluate offers for award purposes by adding the total price for the evaluated option to the total price for the basic requirement. All evaluation factors identified in the solicitation, except F.O.B. origin transportion costs, will be applied to the option quantity for evaluation purposes. Evaluation of options will not obligate the Government to exercise the option(s).
- b. If varying prices, depending on the quantities actually ordered and the dates when ordered, are submitted for the evaluated option, the Government will evaluate the total evaluated option quantity by using the highest option price offered.
 - c. If an offeror takes exception to the evaluated option, the Government may reject that offer as nonresponsive/unacceptable.

(End of Provision)

(MF7009)

- 2 252.225-7003 INFORMATION FOR DUTY-FREE ENTRY EVALUATION 01-DEC-1991
 DFARS
- (a) Is the offer based on furnishing any supplies (i.e., end items, components, or material) of foreign origin other than those for which duty-free entry is to be accorded pursuant to the Duty-Free Entry--Qualifying Country End Products and Supplies clause of this solicitation?

Yes () No ()

- (b) If the answer in paragraph (a) is yes, answer the following questions:
 - (1) Are such foreign supplies now in the United States?

Yes () No ()

(2) Has the duty on such foreign supplies been paid?

Yes () No ()

- (3) If the answer to paragraph (b)(2) is no, what amount is included in the offer to cover such duty? \$______.
- (c) If the duty has not been paid, the Government may elect to make award on a duty-free basis. If so, the offered price will be reduced in the contract award by the amount specified in paragraph (b)(3). The Offeror agrees to identify, at the request of the Contracting Officer, the foreign supplies which are subject to duty-free entry.
 - (d) Offers will be evaluated on a duty included basis except to the extent that--
 - (1) The supplies are qualifying country end products as defined in the Buy American Act and Balance of Payments Program clause of this solicitation; or
 - (2) The duty-free price is specified for use in the evaluation procedure.

(End of provision)

(MA7700)

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N. 0.000 C. 1		•

Name of Offeror or Contractor:

3 52.215-4507 EVALUATION OF OFFERS 01-MAR-1988
ACALA

An offeror must quote on all items in this solicitation to be eligible for award. All items will be awarded only as a unit. Evaluation of offers will be based, among other factors, upon the total price quoted for all items.

(End of Provision)

(MS7100)